

**RECEIVED FOR SCANNING
VENTURA SUPERIOR COURT**

OCT 09 2020

PLD-C-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address, Spencer Penuela, Esq. (SBN: 324544) MICHAEL & ASSOCIATES, PC 555 St. Charles Drive, Suite 204, Thousand Oaks, CA 91360 TELEPHONE NO (805) 379-8505 FAX NO (Optional) (805) 379-8525 E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name): American Express National Bank f/k/a American Express Centurion Bank	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS 800 South Victoria Avenue MAILING ADDRESS CITY AND ZIP CODE Ventura, CA 93009 BRANCH NAME Ventura Hall of Justice	
PLAINTIFF: American Express National Bank f/k/a American Express Centurion Bank DEFENDANT: Gary G Colbert, aka Gary Colbert, an individual <input checked="" type="checkbox"/> DOES 1 TO <u>20</u>	
<div align="center">CONTRACT</div> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):	
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER

1. Plaintiff* (name or names): American Express National Bank f/k/a American Express Centurion Bank

alleges causes of action against defendant* (name or names): Gary G Colbert, aka Gary Colbert, an individual; Does 1 through 20.

2. This pleading, including attachments and exhibits, consists of the following number of pages: 11

3. a. Each plaintiff named above is a competent adult

- ☒ except plaintiff (name): American Express National Bank, Successor by Merger to American Express Bank, FSB
- (1) ☒ a corporation qualified to do business in California
- (2) ☐ an unincorporated entity (describe):
- (3) ☐ other (specify):

b. ☐ Plaintiff (name).

a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

b. ☐ has complied with all licensing requirements as a licensed (specify):

c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

☐ except defendant (name):

- (1) ☐ a business organization, form unknown
- (2) ☐ a corporation
- (3) ☐ an unincorporated entity (describe):
- (4) ☐ a public entity (describe):
- (5) ☐ other (specify):

☐ except defendant (name):

- (1) ☐ a business organization, form unknown
- (2) ☐ a corporation
- (3) ☐ an unincorporated entity (describe):
- (4) ☐ a public entity (describe):
- (5) ☐ other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

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JP

SHORT TITLE: AMEX vs. Colbert, et al.	CASE NUMBER:
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4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

- (1) ☒ Doe defendants (specify Doe numbers): 1-10, inclusive were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☒ Doe defendants (specify Doe numbers): 11-20, inclusive are persons whose capacities are unknown to plaintiff.

c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, and

- a. ☐ has complied with applicable claims statutes, or
- b. ☐ is excused from complying because (specify):

6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

- a. ☐ a defendant entered into the contract here.
- b. ☐ a defendant lived here when the contract was entered into.
- c. ☒ a defendant lives here now.
- d. ☐ the contract was to be performed here.
- e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here.
- g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- ☐ Breach of Contract
- ☒ Common Counts
- ☐ Other (specify):

9. ☐ Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for


- a. ☒ damages of: \$ 28,789.74
- b. ☐ interest on the damages
- (1) ☐ according to proof
- (2) ☐ at the rate of (specify): _____ percent per year from (date): _____
- c. ☐ attorney's fees
- (1) ☐ of: \$ _____
- (2) ☐ according to proof.
- d. ☐ other (specify):

11. ☒ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers).

7
Date: September 29, 2020

Spencer Penuela, Esq. (SBN: 324544)

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: AMEX vs. Colbert, et al.	CASE NUMBER:
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FIRST

(number)

CAUSE OF ACTION—Common Counts

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): American Express National Bank f/k/a American Express Centurion Bank

alleges that defendant (name): Gary G Colbert, aka Gary Colbert, an individual; Does 1 through 20.

became indebted to ☒ plaintiff ☐ other (name):a. ☒ within the last four years(1) ☒ on an open book account for money due.(2) ☒ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.b. ☐ within the last ☐ two years ☐ four years(1) ☐ for money had and received by defendant for the use and benefit of plaintiff.(2) ☐ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.☐ the sum of \$☐ the reasonable value.(3) ☐ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff☐ the sum of \$☐ the reasonable value.(4) ☐ for money lent by plaintiff to defendant at defendant's request.(5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.(6) ☐ other (specify):

CC-2. \$28,789.74

, which is the reasonable value, is due and unpaid despite plaintiff's demand,

plus prejudgment interest ☐ according to proof ☐ at the rate of _____ percent per year from (date).CC-3. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☐ according to proof.CC-4. ☐ Other

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SHORT TITLE AMEX vs. Colbert, et al.	CASE NUMBER:
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SECOND

(number)

CAUSE OF ACTION—Common CountsATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): American Express National Bank f/k/a American Express Centurion Bank

alleges that defendant (name): Gary G Colbert, aka Gary Colbert, an individual; Does I through 20.

became indebted to ☒ plaintiff ☐ other (name):a. ☐ within the last four years(1) ☐ on an open book account for money due.(2) ☐ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.b. ☒ within the last ☐ two years ☒ four years(1) ☐ for money had and received by defendant for the use and benefit of plaintiff.(2) ☐ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.☐ the sum of \$☐ the reasonable value.(3) ☐ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff☐ the sum of \$☐ the reasonable value.(4) ☒ for money lent by plaintiff to defendant at defendant's request.(5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.(6) ☐ other (specify):

CC-2. \$28,789.74, which is the reasonable value, is due and unpaid despite plaintiff's demand,

plus prejudgment interest ☐ according to proof ☐ at the rate of _____ percent per year

from (date):

CC-3. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☐ according to proof.CC-4. ☐ Other:

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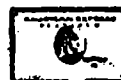
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EXHIBIT “A”



Platinum Card®

GARY G COLBERT
Closing Date 10/16/19



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Account Ending 1004

New Balance **\$28,789.74**
Includes the past due amount of \$28,750.74
Payment Due Date **11/10/19†**

† **Late Payment Warning:** If we do not receive your payment by the Payment Due Date of 11/10/19, you may have to pay a late fee of up to \$39.00.

See page 2 for important information about your account.

① Your account is cancelled.

① Please refer to the **IMPORTANT NOTICES** section on pages 5 - 6.

① Please note, your preset line is \$0.00. You have spent \$28,789.74.

① **Effective immediately**, we will update the frequency in which we communicate the Billing Rights and Electronic Funds Transfer notices from annually, to monthly. You will find the monthly **Billing Rights Notice on page 2** of your statement, and the monthly **Electronic Funds Transfer Notice** in the **IMPORTANT NOTICES** section.

Visit
www.membershiprewards.com

Account Summary

Previous Balance	\$28,750.74
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$39.00

New Balance **\$28,789.74**

Days in Billing Period: 31

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-525-1355	1-800-472-9297

See page 3 for additional information.

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 1004

Enter 15 digit account # on all payments.
Make check payable to American Express.

GARY G COLBERT
MOORPARK CA 93021-8727

Payment Due Date
11/10/19
Amount Due
\$28,789.74

☐ Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
PO BOX 0001
LOS ANGELES CA 90096-8000



Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will represent to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time and/or Cash Advance balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

Paying Interest: If you have a Pay Over Time and/or Cash Advance balance, your due date is at least 25 days after the close of each billing period. We will begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest on charges added to a Pay Over Time balance automatically (for example, Pay Over Time Travel and Pay Over Time Direct) if you pay the Account Total New Balance by the due date each month. We will, however, charge you interest on cash advances beginning on the transaction date.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will

be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

American Express, PO Box 981535, El Paso TX 79998-1535

You may also contact us on the Web: www.americanexpress.com

In your letter, give us the following information:

- **Account information:** Your name and account number

- **Dollar amount:** The dollar amount of the suspected error

- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge your interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

American Express, PO Box 981535, El Paso TX 79998-1535

www.americanexpress.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address															
City/State															
Zip Code															
Area Code and Home Phone															
Area Code and Work Phone															
Email															

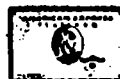
Pay Your Bill with AutoPay

Avoid late fees
Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

**Platinum Card®**GARY G COLBERT
Closing Date 10/16/19

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Account Ending 1004

Customer Care & Billing Inquiries
International Collect
Large Print & Braille Statements
Cash Advance at ATMs Inquiries1-800-525-3355
1-954-473-2123
1-800 525 3355
1-800-CASH-NOW**Hearing Impaired**
TTY: 1-800-221-9950
FAX: 1-623-707-4442
In NY: 1-800-522-1897

Website: americanexpress.com

Customer Care
& Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79993-1535Payments
PO BOX 0001
LOS ANGELES CA
90056-8000**Payments and Credits****Summary**

	Total
Payments	\$0.00
Credits	\$0.00
Total Payments and Credits	\$0.00

Detail

*Indicates posting date

Payments	Amount
09/27/19* AGENCY REMITTANCE	-\$5,000.00
10/04/19* AGENCY NG CHECK	\$5,000.00

Fees

	Amount
10/10/19 Late Payment Fee	\$39.00
Total Fees for this Period	\$39.00

2019 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2019	\$382.00
Total Interest in 2019	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Cash Advances	05/01/2019		26.99% (v)	\$0.00	\$0.00
Total					\$0.00

(v) Variable rate



GARY G COLBERT

Closing Date 10/16/19

Account Ending 1004

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IMPORTANT NOTICES

Your Personal Details

Account protection is important to us. Please update your Personal Details so we may contact you about your account if needed. Visit <https://global.americanexpress.com/account-management/> to get started.

Important Notices continued on next page.

IMPORTANT NOTICES continued**EFT Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

End of Important Notices.